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ROAR GLOBAL LIMITED

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROAR, LLC, a California limited liability  
company,

Plaintiff,

vs.

ROAR GLOBAL LIMITED, a United Kingdom  
entity of unknown form, dba ROAR GLOBAL;  
and DOES 1 through 10, inclusive,

Defendant.

) Case No. **2:15-CV-5865**

)  
) **DEFENDANT ROAR GLOBAL**  
) **LIMITED'S ANSWER TO COMPLAINT;**  
) **DEMAND FOR JURY TRIAL**

Defendant ROAR Global Limited (“ROAR Global”) hereby answers Plaintiff’s complaint by admitting, denying and alleging as follows:

**ALLEGATIONS REGARDING INTRODUCTION**

1. In response to paragraph 1, ROAR Global lacks sufficient knowledge or belief to admit or deny the allegations of paragraph 1 and, based thereon, hereby denies the allegations of paragraph 1.

2. In response to paragraph 2, ROAR Global admits the allegations of paragraph 2 and admits that it is a limited liability entity conducting business in the United Kingdom and Europe.

3. In response to paragraph 3, ROAR Global lacks sufficient knowledge or belief to admit or deny the allegations of paragraph 3 and, based thereon, hereby denies the allegations of paragraph 3.

4. In response to paragraph 4, ROAR Global admits the allegations of paragraph 4.

5. In response to paragraph 5, ROAR Global lacks sufficient knowledge or belief to admit or deny the allegations of paragraph 5 and, based thereon, hereby denies the allegations of paragraph 5.

**ALLEGATIONS REGARDING JURISDICTION AND VENUE**

6. In response to paragraph 6, ROAR Global admits that his Court has subject matter jurisdiction over trademark disputes, but denies that his Court is entitled to assert personal jurisdiction over it.

7. In response to paragraph 7, ROAR Global denies each and every averment contained therein.

**ALLEGATIONS REGARDING THE PARTIES**

8. In response to paragraph 8, ROAR Global lacks sufficient knowledge or belief to admit or deny the allegations of paragraph 8 and, based thereon, hereby denies the allegations of paragraph 8.

9. In response to paragraph 9, ROAR Global lacks sufficient knowledge or belief to admit or deny the allegations of paragraph 8 and, based thereon, hereby denies the allegations of

1 paragraph 9.

2 10. In response to paragraph 10, ROAR Global lacks sufficient knowledge or belief to  
3 admit or deny the allegations of paragraph 10 and, based thereon, hereby denies the allegations of  
4 paragraph 10.

5 11. In response to paragraph 11, ROAR Global lacks sufficient knowledge or belief to  
6 admit or deny the allegations of paragraph 11 and, based thereon, hereby denies the allegations of  
7 paragraph 11.

8 12. In response to paragraph 12, ROAR Global denies each and every averment  
9 contained therein.

10 13. In response to paragraph 13, ROAR Global denies each and every averment  
11 contained therein, but admits that the ROAR in ROAR Global is in all capital letters because it  
12 stands for Rights Ownership Arts Representation.

13 14. In response to paragraph 14, ROAR Global denies each and every averment  
14 contained therein, but admits that ROAR Global uses its ROAR Global mark in the United  
15 Kingdom and Europe.

16 15. In response to paragraph 15, ROAR Global denies each and every averment  
17 contained therein.

18 16. In response to paragraph 16, ROAR Global denies each and every averment  
19 contained therein, but admits that it makes use of its URL – roarglobal.com.

20 17. In response to paragraph 17, ROAR Global denies each and every averment  
21 contained therein.

22 18. In response to paragraph 18, ROAR Global denies each and every averment  
23 contained therein.

24 19. In response to paragraph 19, ROAR Global lacks sufficient knowledge or belief to  
25 admit or deny the allegations of paragraph 19 and, based thereon, hereby denies the allegations of  
26 paragraph 19.

27 20. In response to paragraph 20, ROAR Global denies each and every averment  
28

1 contained therein.

2 21. In response to paragraph 21, ROAR Global denies each and every averment  
3 contained therein.

4 **FIRST CLAIM FOR RELIEF**

5 22. ROAR Global realleges and incorporates by reference each and every response set  
6 forth in paragraphs 1 – 21 above.

7 23. In response to paragraph 23, ROAR Global denies each and every averment  
8 contained therein.

9 24. In response to paragraph 24, ROAR Global denies each and every averment  
10 contained therein.

11 25. In response to paragraph 25, ROAR Global denies each and every averment  
12 contained therein.

13 26. In response to paragraph 26, ROAR Global denies each and every averment  
14 contained therein.

15 27. In response to paragraph 27, ROAR Global denies each and every averment  
16 contained therein.

17 **SECOND CLAIM FOR RELIEF**

18 28. ROAR Global realleges and incorporates by reference each and every response set  
19 forth in paragraphs 1 – 27 above.

20 29. In response to paragraph 29, ROAR Global denies each and every averment  
21 contained therein.

22 30. In response to paragraph 30, ROAR Global denies each and every averment  
23 contained therein.

24 31. In response to paragraph 31, ROAR Global denies each and every averment  
25 contained therein.

26 32. In response to paragraph 32, ROAR Global denies each and every averment  
27 contained therein.

1 33. In response to paragraph 33, ROAR Global denies each and every averment  
2 contained therein.

3 **FIRST AFFIRMATIVE DEFENSE**

4 As a separate and affirmative defense to the first and second claims for relief, and each of  
5 them, ROAR Global alleges that Plaintiff fails to state facts sufficient to constitute any claim for  
6 relief against it.

7  
8 **SECOND AFFIRMATIVE DEFENSE**

9 As a separate and affirmative defense to each and every claim for relief, ROAR Global  
10 alleges that this Court does not have personal jurisdiction over it pursuant to Fed. R. Civ. P.  
11 12(b)(2) and Ninth Circuit case law.

12 **THIRD AFFIRMATIVE DEFENSE**

13 As a separate and affirmative defense to the first and second claims for relief, and each of  
14 them, ROAR Global alleges that it, not Plaintiff, is the prior and senior user.

15  
16 **FOURTH AFFIRMATIVE DEFENSE**

17 As a separate and affirmative defense to the first and second claims for relief, and each of  
18 them, ROAR Global alleges that it has a good faith belief in its senior rights.

19  
20 **FIFTH AFFIRMATIVE DEFENSE**

21 As a separate and affirmative defense to the first and second claims for relief, and each of  
22 them, and without regard to shifting any burden of proof, ROAR Global alleges that Plaintiff's  
23 claims fail because ROAR Global's mark is not likely to cause confusion, mistake and/or deception  
24 with Plaintiff's mark.

25  
26 **SIXTH AFFIRMATIVE DEFENSE**

27 As a separate and affirmative defense to the first and second claims for relief, and each of  
28 them, and without regard to shifting any burden of proof, ROAR Global alleges that its use of their

own mark does not rise to the level of unfair competition.

**SEVENTH AFFIRMATIVE DEFENSE**

As a separate and affirmative defense to the first and second claims for relief, and each of them, ROAR Global alleges that Plaintiff's claims for relief are barred by virtue of the doctrines of waiver and/or estoppel.

**EIGHTH AFFIRMATIVE DEFENSE**

As a separate and affirmative defense to the first and second claims for relief, and each of them, ROAR Global alleges that Plaintiff's claims are barred by the doctrine of laches.

**NINTH AFFIRMATIVE DEFENSE**

As a separate and affirmative defense to the first and second claims for relief, and each of them, ROAR Global alleges that Plaintiff's claims are barred by the statute of limitations.

**TENTH AFFIRMATIVE DEFENSE**

As a separate and affirmative defense to the first and second claims for relief, and each of them, ROAR Global alleges that Plaintiff's claims are barred by virtue of Plaintiff's acquiescence.

Defendants hereby reserve the right to assert additional affirmative defenses that become available or apparent during the pendency of this action.

WHEREFORE, ROAR Global respectfully requests judgment against Plaintiff and hereby requests that the court:

1. deny all relief requested by Plaintiff;
2. recognize ROAR Global's senior and superior trademark rights in the appropriate geographical areas;

3. declare that ROAR Global does not infringe Plaintiffs mark, if any; and
4. grant ROAR Global such other and further relief as the Court may deem just and proper.

DATED: September 22, 2015

DAVIS WRIGHT TREMAINE LLP  
Bruce Isaacs

By: /s/ Bruce Isaacs

Bruce Isaacs

Attorneys for Defendant  
ROAR GLOBAL LIMITED

**DEMAND FOR JURY TRIAL**

Defendant ROAR Global hereby demands trial by jury of all issues triable in this action, as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

DATED: September 22, 2015

DAVIS WRIGHT TREMAINE LLP  
Bruce Isaacs

By: /s/Bruce Isaacs

Bruce Isaacs

Attorneys for Defendant  
ROAR GLOBAL LIMITED

**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5, I certify that I am an employee of the law firm of DAVIS WRIGHT TREMAINE LLP, and that on the date shown below, I caused service of true and correct copies of:

**ROAR GLOBAL LIMITED'S ANSWER TO PLAINTIFF'S COMPLAINT;  
DEMAND FOR JURY TRIAL**

to be completed by:

- ☐ personally delivering
- ☐ delivery via Nationwide Legal Services
- ☐ sending via Federal Express or other overnight delivery service
- ☐ depositing for mailing in the U.S. mail with sufficient postage affixed thereto
- ☐ delivery via email
- ☒ electronic filing, and thereby delivery via e-mail to:

Dale F. Kinsella, Esq.  
Gregory P. Korn, Esq.  
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Dated: September 22, 2015

/s/Lina Pearmain  
Lina Pearmain